

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NO. OPPDE -02-054		PAGE 1 OF 41	
2. CONTRACT NO. N/A		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NO. FSIS-8-B-02	
6. SOLICITATION ISSUE DATE 1/9/2002		7. FOR SOLICITATION INFORMATION CALL		a. NAME Kimberly Hersh		b. TELEPHONE NO. (No collect calls) (301) 504-4211	
8. OFFER DUE DATE/LOCAL TIME 1/15/02, 3:30pm est.		9. ISSUED BY USDA, Food Safety & Inspection Service Acquisitions and Agreements Section 5601 Sunnyside Avenue, Loc. #2-L188 C Beltsville, MD 20705-5230		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 100 % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: NAICS-721110 SIZE STD: \$5.0 mil.		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
12. DISCOUNT TERMS		15. DELIVER TO See herein		16. ADMINISTERED BY Same as block 9		17a. CONTRACTOR/ OFFEROR	
18a. PAYMENT WILL BE MADE BY Same as Block 9		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES Conference Facility in San Juan, Puerto Rico in accordance with the attached. <i>(Attach Additional Sheets as Necessary)</i>		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET <input type="checkbox"/> FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), <input type="checkbox"/> INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	
42a. RECEIVED BY (Print)		42b. RECEIVED AT (Location)		42c. DATE REC'D (YY/MM/DD)		40. PAID BY	
42d. TOTAL CONTAINERS							

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.

OMB No.: 9000-0136
Expires: 09/30/98

CONTINUATION OF STANDARD FORM 1449

SCHEDULE OF SUPPLIES/SERVICES

It is anticipated that a Commercial Item contract will be awarded to the offeror whose proposal represents the best value for the Government.

The contractor shall provide the facilities and services listed *in - Statement of Work* in support of the Puerto Rico Animal and Egg Production Food Safety Conference at the prices specified herein. These prices shall be in effect for the *Performance Period beginning July 9, 2002 through July 11, 2002.*

The hotel shall be compensated as follows for providing the services required under this contract:

CLIN 1.0 - MEETING ROOMS

The hotel shall be paid the fixed inclusive unit price per day specified in CLIN 1.1 and 1.2 for the plenary session and breakout sessions meeting space as specified in the Statement of Work. Unit prices are inclusive of any taxes and/or gratuities that may apply.

CLIN	DESCRIPTION	QTY	GUARANTEED MINIMUM QUANTITY	UNIT PRICE ¹ (inclusive)	TOTAL AMOUNT
1.1	Meeting Rooms (including Registration Area, exhibit area, break area, & lunch area)	3	DYS	\$	\$
1.2	6 Breakout Rooms	1	DY	\$	\$
1.3	Poster Boards*	20	EA	\$	\$
1.4	Miscellaneous Costs	1	LOT		TBD

¹The unit price shall include any labor required to set up, change and tear down a room configuration. This price does not include any of the audiovisual equipment/technician cost, nor does it include the evening reception on July 9th & 10th.

*This is an approximate quantity. Any additional poster boards will be paid at the fixed rate in the price schedule and will come out of the miscellaneous costs.

CLIN 2.0 - FOOD & BEVERAGES

The hotel shall be paid the fixed inclusive unit price per person, as specified below.
Unit prices are inclusive of any taxes and/or gratuities that may apply.

July 10

CLIN	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (inclusive)	TOTAL AMOUNT
2.1	A. M. Refreshment break – light pastries, regular coffee, decaffeinated coffee, juice, tea, bottled water	250	Per Person	\$	\$
2.2	A.M. Refresher	250	Per Person	\$	\$
2.3	P.M. Refreshment break – cookies, regular coffee, decaffeinated coffee, sodas, tea, bottled water	250	Per Person	\$	\$
2.4	Working Lunch	250	Per Person	MAX NTE ² \$	MAX NTE \$

²The maximum NTE rate will be \$35.00 per person.

July 11

CLIN	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (inclusive)	TOTAL AMOUNT
2.5	A. M. Refreshment break – light pastries, regular coffee, decaffeinated coffee, juice, tea, bottled water	250	Per Person	\$	\$
2.6	A.M. Refresher	250	Per Person	\$	\$
2.7	P.M. Refreshment break – cookies, regular coffee, decaffeinated coffee, sodas, tea, bottled water	250	Per Person	\$	\$
2.8	Working Lunch	250	Per Person	MAX NTE ² \$	MAX NTE \$

²The maximum NTE rate will be \$35.00 per person.

CLIN 3.0 – OPTIONAL ITEMS

The optional item are for Audiovisual Equipment as stated in Part 3 of the Statement of Work. The price will be paid inclusive of any taxes and/or gratuities that may apply.

CLIN	DESCRIPTION	QUANTITY	UNIT	TOTAL AMOUNT
3.1	Audio Visual Equipment	1	JOB	\$
3.2*	Hookup for Court Reporter	1	EA	\$
3.3*	LCD Projector	1	EA	\$
3.4*	Laptop w/Microsoft PowerPoint	1	EA	\$
3.5*	Overhead Projector	1	EA	\$
3.6*	Slide Projector w/wireless remote control	1	EA	\$
3.7*	Laser Pointer	1	EA	\$

*CLINs 3.2 – 3.7 are identified as equipment that may be needed for the breakout rooms.

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appears in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show----

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers. (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100

470 East L'Enfant Plaza, SW

Washington D.C 20407

Telephone (202)619-8925

Facsimile (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDDSSP)

Building 4, Section D

700 Robbins Avenue

Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179

Facsimile (215) 697-1462

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDDSSP Internet site at <http://assist.daps.mil>

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance..

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

52.212-2 Evaluation – Commercial Items

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Past Performance
Technical Capability to meet the Governments requirement and suitability of hotel offerings. This also includes the following value-added characteristics: hotel easily accessible to airport (i.e. shuttle service from airport to hotel); facility amenities (i.e. restaurant on property or near hotel, fitness center, etc.)
Cost

Technical and past performance, when combined, are significantly more important than price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s). (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS
(MAY 2001)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax exempt);

- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) Common Parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

3) Service disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.

[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs)) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

NUMBER OF EMPLOYEES AVERAGE ANNUAL GROSS REVENUES

___ 50 or fewer ___ \$1 million or less

___ 51-100 ___ \$1,000,001--\$2 million

☐ 101-250 ☐ \$2,000,001--\$3.5 million
☐ 251-500 ☐ \$3,500,001--\$5 million
☐ 501-750 ☐ \$5,000,001--\$10 million
☐ 751-1000 ☐ \$10,000,001--\$17 million
☐ Over 1000 ☐ Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific Americans (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the list of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with CFR part 126; and

(ii) It is ☐, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--(1) Previous contracts and compliance. The offeror represents that--

(i) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

LINE ITEM NO. COUNTRY OF ORIGIN _____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(ii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North

American Free Trade Agreement--Israeli Trade Act--Balance of Payments program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

[List as necessary]

(3) Buy American Act--North American Free Trade Agreements --Israeli Trade Act--Balance of Payments program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the

restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals ☐ are,

☐ are not presently debarred, suspended, proposed

for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and ☐ are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(3) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of these offenses; and

(4)(i) The offeror, aside from the offenses enumerated in paragraphs (1), (2) and (3) of this paragraph (h), has ☐ has not ☐ within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(A) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(C) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(ii) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer.**[This language stayed indefinitely. Please use paragraph (i) below.]**

(i) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals ☐ are,

☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and ☐ are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(j) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[](i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[](ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be

computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAY 2001)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items: (1) 52.222-3, Convict Labor (E.O. 11755). (2) 52.233-3, Protest after Award (31 U.S.C. 3553). (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer must check as appropriate.]

- ☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- ☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- ☐ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
 - ☐ (ii) Alternate I to 52.219-5.
 - ☐ (iii) Alternate II to 52.219-5.
- ☐ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- ☐ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).
- ☐ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ☐ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). ☐ (ii) Alternate I of 52.219-23.
- ☐ (9) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (10) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☒ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- ☒ (12) 52.222-26, Equal Opportunity (E.O. 11246).
- ☒ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☒ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- ☒ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☐ (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).
- ☐ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
 - ☐ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☒ (18) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a - 10d).
- ☐ (19)(i) 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
 - ☐ (ii) Alternate I of 52.225-3.
 - ☐ (iii) Alternate II of 52.225-3.
- ☐ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ☐ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ☐ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- ☒ (24) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).

- ___ (25) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (31 U.S.C. 3332).
- ___ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ___ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ___ (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
 - ___ (ii) Alternate I of 52.247-64. (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:
- ___ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.). (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.2152, Audit and Records-Negotiation. (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract. (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved. (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law. (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components- (1) 52.222-26, Equal Opportunity (E.O. 11246); (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212); (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

ADDENDUM TO COMMERCIAL ITEM CLAUSES

FAR 52.217-5 Evaluation of Options (July 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

FAR 52.214-34 Submission of Offers in the English Language. (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

FAR 52.214-35 Submission of Offers in U.S. Currency. (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

PROPOSAL REQUIREMENTS

Only the required minimum amount of information is requested to provide for proper evaluation. Efforts should be made to keep offers as brief as possible, concentrating on substantive information essential for a proper evaluation.

Facsimile proposals are encouraged due to our current mail situation at the George Washington Carver Center. All mail is being anthrax tested and is therefore not always getting to recipients in a timely fashion. Offerors are reminded that the acceptance criteria of a late proposal is contained in FAR Clause 52.212-1, Instructions to Offerors – Commercial Items (OCT 2000). To ensure timely receipt, offerors are encouraged to fax their proposal to (301) 504-4276. If an offeror cannot fax its proposal, the offeror is requested to provide notification to the contracting office, by e-mail (kim.hersh@usda.gov) prior to the closing date and time, that it has sent its proposal via either U.S. Postal Service or some other carrier. If the proposal is then received late, the offeror must be able to show proof of when the proposal was mailed.

The following information is required to conduct a proper evaluation:

1) Relevant Experience and Past Performance

- a) The Offeror shall provide at least three (3) references, preferably from Government agencies, where conferences have been held. Offeror shall provide a contact name, telephone number, address and description of the services provided.
- b) The offeror shall also provide the enclosed Relevant Experience and Past Performance Questionnaire (Attached), to each of its references cited above for completion and return to the Government. The questionnaire respondent can be anyone outside the offeror's organization with knowledge of its performance. The Offeror shall instruct each of its references to return the Questionnaire directly to the Government in a sealed envelope. The questionnaire must be returned by the offeror's reference directly to the Government. The

offeror shall include in its written proposal a list of those to whom the questionnaire was sent including name of individual, phone number, organization, and contract number. The offeror is responsible for ensuring that the questionnaire is completed and returned no later than the closing date of this solicitation to the individual identified below (although a late questionnaire may be accepted and considered by the Government, there is no guarantee that it will be if it is received too late to be included as part of the evaluation).

USDA, FSIS, ASD, AAS
5601 Sunnyside Ave., Mail Drop 5230
Beltsville, MD 20705-5230

****Due to the current mail situation at the USDA, George Washington Carver Center, mail is being anthrax tested and is therefore not always getting to recipients in a timely fashion. Offerors are encouraged to send all their information via FAX to (301) 504-4276 or via e-mail at kim.hersh@usda.gov.**

c) Offerors with no previous experience shall so state. Such offerors will not be penalized for lack of experience.

2) Required technical information to be provided

- a) Provide a description of the hotel and conference facility (this should include the amenities offered.) Identify the location of the facility including its proximity to the airport. Offeror should state whether it offers shuttle service to and from the airport.
- b) Provide a description of the proposed menu for the working lunches.
- c) Provide a layout of the floor plans for the rooms proposed. The layouts attached to this solicitation are provided as a suggested layout only. The layout submitted should also show the proximity of the rooms to each other.

3) Summary of Deviations/Exceptions

The offeror shall explain any exceptions (including deviations and conditional assumptions) to both technical and other requirements taken with respect to this RFP. Any exceptions must contain sufficient amplification and justification to permit evaluation. Such exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable. A large number of exceptions, or one or more significant exceptions not providing any obvious benefit to be Government may, however, result in rejection of such proposal(s) as unacceptable.

4) Site Visit of Offeror's Facility

The offeror is requested to make the proposed facility available for a government site visit. The purpose of the site visit is to support the information the offeror submits in its proposal. The site visit will not be separately evaluated.

CONTRACT DOCUMENTS, EXHIBITS, AND ATTACHMENTS

Puerto Rico Animal and Egg Production Food Safety Conference July 9-11, 2002

STATEMENT OF WORK

Part I: Scope/Background/Objective

1.1 Scope of Work

To coordinate the effort of setting up a two and one-half day conference, to be held in San Juan, Puerto Rico, on July 9-11, 2002

1.2 Background

A Memorandum of Understanding (MOU) 225-00-8002 (see attachment I) between the Food and Drug Administration (FDA), Food Safety and Inspection Service (FSIS), and the University of Puerto Rico (UPR) was developed and signed on December 7, 2000. The purpose of the MOU is to establish a framework for all parties to collaborate on mutually agreed upon activities in the scientific and regulatory areas as they pertain to food products falling within the statutory authority of FDA and FSIS. These efforts are intended to support and encourage the further understanding of science-based regulatory systems in the countries of the Americas and may lead to further cooperation among regulatory authorities.

The goals of the MOU are for the parties to work together toward developing:

- Educational programs covering U.S. laws, regulations and procedures as they pertain to products falling within the statutory authority of FDA and FSIS.
- Outreach programs designed to recruit Hispanic professionals from the United States and to enhance and sustain the qualifications of professionals in the Americas.
- Develop cooperative activities among other academic institutions, authorities, and organizations (e.g., Panamerican Health Organization) in the Americas.
- Cooperative partnerships in the Americas among regulatory agencies, academic institutions, regulated industries, and consumers for dissemination and exchange of information developed at UPR through the MOU.

As a result of this MOU, an FSIS team representing the Office of Public Health and Science, the Office of Policy, Program Development, and Evaluation, and the Office of Field Operations, met with officials from the University of Puerto Rico, at Mayaguez in March of 2001. At this meeting, it was agreed that an Animal and Egg Production Food Safety Conference would be held in Puerto Rico, in Fiscal Year 2002. This conference is a part of the Action Plan between FSIS and FDA in support of the MOU. This will be the first

Animal Production Food Safety Conference in Puerto Rico. The University of Puerto Rico has asked for our assistance to develop a program that will serve as a model for future conferences. This effort is expected to establish Puerto Rico as a Food Safety Training Center for the Caribbean and possibly all of Latin America, for animal and egg production. In addition, fulfillment of the goals of the conference would satisfy the FSIS strategic plans objectives for educating producers in food safety and risk reduction.

1.3 Objective

The Primary Purpose of the first Puerto Rico Conference on Animal and Egg Production Food Safety (AEPFS) is to disseminate AEPFS information to Spanish speaking people of the Americas. This effort is expected to establish Puerto Rico as a Food Safety Training Center for the Caribbean and possibly for all of Latin America, for Animal and Egg Production. The implications for a successful conference include meeting the FSIS strategic plan objectives for educating producers in food safety and risk reduction.

Part 2: Tasks

The following requirements are necessary for the accomplishment of the objective:

- 2.1 A conference facility to house the conference in San Juan, Puerto Rico, on July 9-11, 2002, for approximately 250 attendees.
- 2.2 The specifications for the meeting space are as follows:

July 9 -

- 2.2.1 Area for registration to be set up by 11:00 a.m. and must remain intact from July 9-11. The registration area must be in close proximity to assigned conference rooms. (See attachment one for example of registration area layout.)

- 3 (6ft.) tables for registration
- 1 table for computer and printer
- 3 (6ft.) tables for handouts

- 2.2.2 Area, at or nearby the registration area, for approximately 25 poster boards and exhibits - to be set up by 11:00 a.m. The contractor shall provide the poster boards and they should be 5ft. x 6ft., and be 2-sided. The contractor shall provide 20 tables with access to electrical hookups, 10 of which shall have capabilities for Internet connection. (Booths will be set up on July 9 and dismantled on July 11, by exhibitors.) (See attachment two for example of Exhibit area layout)

- Exhibitors will contact Planning Staff Meeting Coordinator to make arrangements for their exhibits.

2.2.3 Room for small reception to house approximately 150 people. The time of the reception should be 6:00 to 8:00 p.m. (Light hors d'oeuvres and beverages) - (All costs for the reception, including the space, will be paid for by sponsors of the meeting obtained by the University of Puerto Rico and shall be set up under separate contract.)

July 10 -

2.2.4 Registration area set up as stated above and must be ready for registration by 7:00 a.m., but registration will begin at 7:30 a.m.

- 3 tables for registration
- 1 table for computer and printer
- 3 tables for handouts

2.2.5 Plenary Session – (see Attachment 4 for example of Plenary session layout) a conference room to house 250 people classroom style with space for two interpretation booths and equipment, audiovisual equipment and an 8ft. table for technician; 6ft. table for a court reporter and dais with a podium and microphone.

2.2.6 Outside of plenary session an area should be set aside for a.m. and p.m. breaks.

- A.m. break - coffee, decaffeinated coffee, hot tea, juice, bottled water, and light pastries. (A.m. break should be set up by 8:30 a.m. and a midmorning refresher should be available around 10:00 a.m.)
- P.m. break - assorted sodas, coffee, decaffeinated coffee, hot tea, and cookies. (Time to be determined by Planning Staff Meeting Coordinator.)

2.2.7 Lunch - a working luncheon should be set up in a separate area outside of the plenary session with round tables to seat 8-10 people around the table, along with a dais with a podium and microphone for a guest speaker.

- 2.2.8 Room for a large reception to house approximately 200-250 people. The time of the reception will be 7:00 to 9:00 p.m. (Light hors d'oeuvres and beverages) - (All costs for the reception, including the space, will be paid for by sponsors of the meeting obtained by the University of Puerto Rico and shall be set up under separate contract.)

July 11 -

- 2.2.9 Registration area set up as stated above, but registration will begin at 7:30 a.m.

- 3 tables for registration
- 1 table for computer and printer
- 3 tables for handouts

- 2.2.10 Plenary Session - a conference room to house 250 people classroom style with space for two interpretation booths and equipment, audiovisual equipment and an 8ft. table for technician; 6ft. table for a court reporter and dais with a podium and microphone.

- 2.2.11 Outside of plenary session an area should be set aside for a.m. and p.m. breaks.

- A.m. break - coffee, decaffeinated coffee, hot tea, juice, bottled water, and light pastries. (A.m. break should be set up by 8:30 a.m. and a midmorning refresher should be available around 10:00 a.m.)
- P.m. break - assorted sodas, coffee, decaffeinated coffee, hot tea, and cookies. (Time to be determined by Planning Staff Meeting Coordinator.)

- 2.2.12 Lunch - a working luncheon should be set up in a separate area outside of the plenary session with round tables to seat 8-10 people around the table, along with a dais with a podium and microphone for a guest speaker.

- 2.2.13 Afternoon Session - 6 breakout rooms will be needed from 2:00-4:00 p.m. Each room shall be large enough to seat 15 to 20 people around a conference table, hollow U, or hollow square and an additional 20 to 30 would be seated theater style around the perimeter of the room. (See attachment 3 for example of Breakout room layout)

2.2.14 The group will reconvene for the Plenary Session, from 4:00-6:00 p.m. on the afternoon of July 11 - a conference room to house 250 people classroom style with space for two interpretation booths and equipment, audiovisual equipment and an 8ft. table for technician; 6ft. table for a court reporter and dais with a podium and microphone.

2.3 Set up, Delivery and Take Down

2.3.1 The technical point of contact (TPOC) for this requirement will oversee the set up and delivery of the meeting:

The TPOC is:

TO BE DESIGNATED AT TIME OF AWARD

The hotel must be on the approved accommodation list under the Hotel and Motel Fire Safety Act of 1990.

Part 3: Audio Visual Equipment (OPTIONAL)

Specifications are as follows:

July 9 -

- 3.1 No audiovisual equipment needed

July 10-11 -

3.1.1 Plenary Session

- 7.5' or 8' x 10' fastfold screen
 - 6 - Unidirectional Microphones
 - 6 - Table top Microphone stands
 - 4 - Full range speakers
 - 4 - Full range speaker stands
 - Amp rack
 - Equalizer/Compressor
 - Mixer
 - 3 - Floor microphones
 - 3 - Floor stands
 - 1 - Podium microphone **(if not provided by Hotel)**
 - 1 – Podium **(if not provided by Hotel)**
 - All pertinent cables
 - 1 – Hookup for court recorder
 - 1 - LCD Projector
 - 1 – Laptop with/Microsoft Word PowerPoint
 - 1 – Overhead Projector
 - 1 – Slide Projector w/wireless remote control
 - 1 – Laser pointer

PLEASE NOTE: All microphones must feed into interpretation equipment for interaction with both English and Spanish languages.

July 11 -

- 3.1.2 There will be 6 breakout rooms and in each room the following equipment will be needed:

- 5 - Unidirectional Microphones
- 5 - Table top Microphone stands
- 1 - Full range speaker
- 1 - Full range speaker stand
- 1 - Floor microphone
- 1 - Floor stand

- All pertinent cables
- The following equipment may be added at a later time:
 - 1 – Hookup for court recorder
 - 1 - LCD Projector
 - 1 – Laptop with/Microsoft Word
PowerPoint
 - 1 – Overhead Projector
 - 1 – Slide Projector w/wireless remote
control
 - 1 – Laser pointer

July 10 - 11 -

- 1 - Technician on-duty for the duration of the meeting
- Delivery/set up/breakdown

Part 4: Delivery/Performance Schedule

July 9 – Registration Area and Exhibit Area to be set up according to diagram in Attachment 1 and 2.

July 10 – 11 Registration area set up according to diagram in Attachment 1.

July 10-11 – Option: AudioVisual Equipment to be set up, tested and ready either by hotel or an outside source.

July 11 – Breakout rooms to be set up according to diagram provided by in Attachment 3

ATTACHMENTS

Attachment 1 – Registration Area Diagram

Attachment 2 – Exhibit Area Diagram

Attachment 3 – Breakout Rooms Diagram

Attachment 4 – Plenary Session Diagram

Attachment 5 - Relevant Experience and Past Performance (REPP) Questionnaire
Instructions



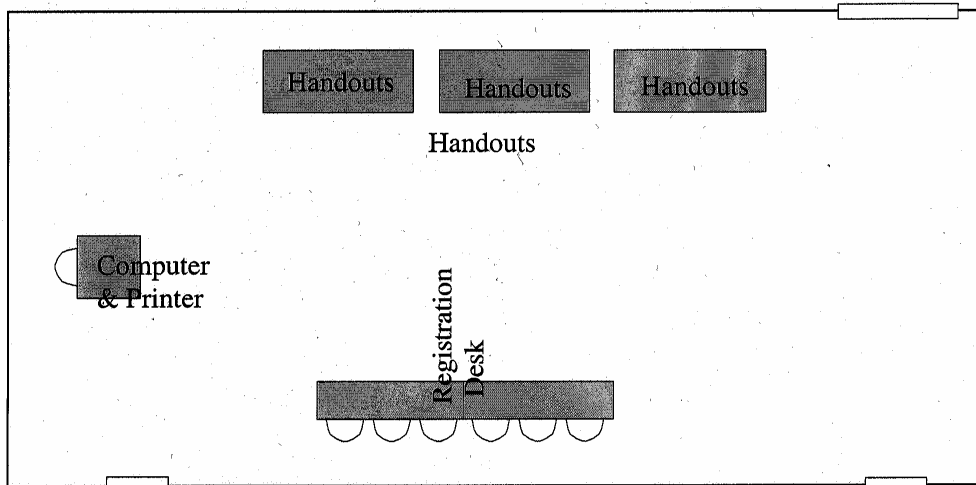
ATTACHMENT 1

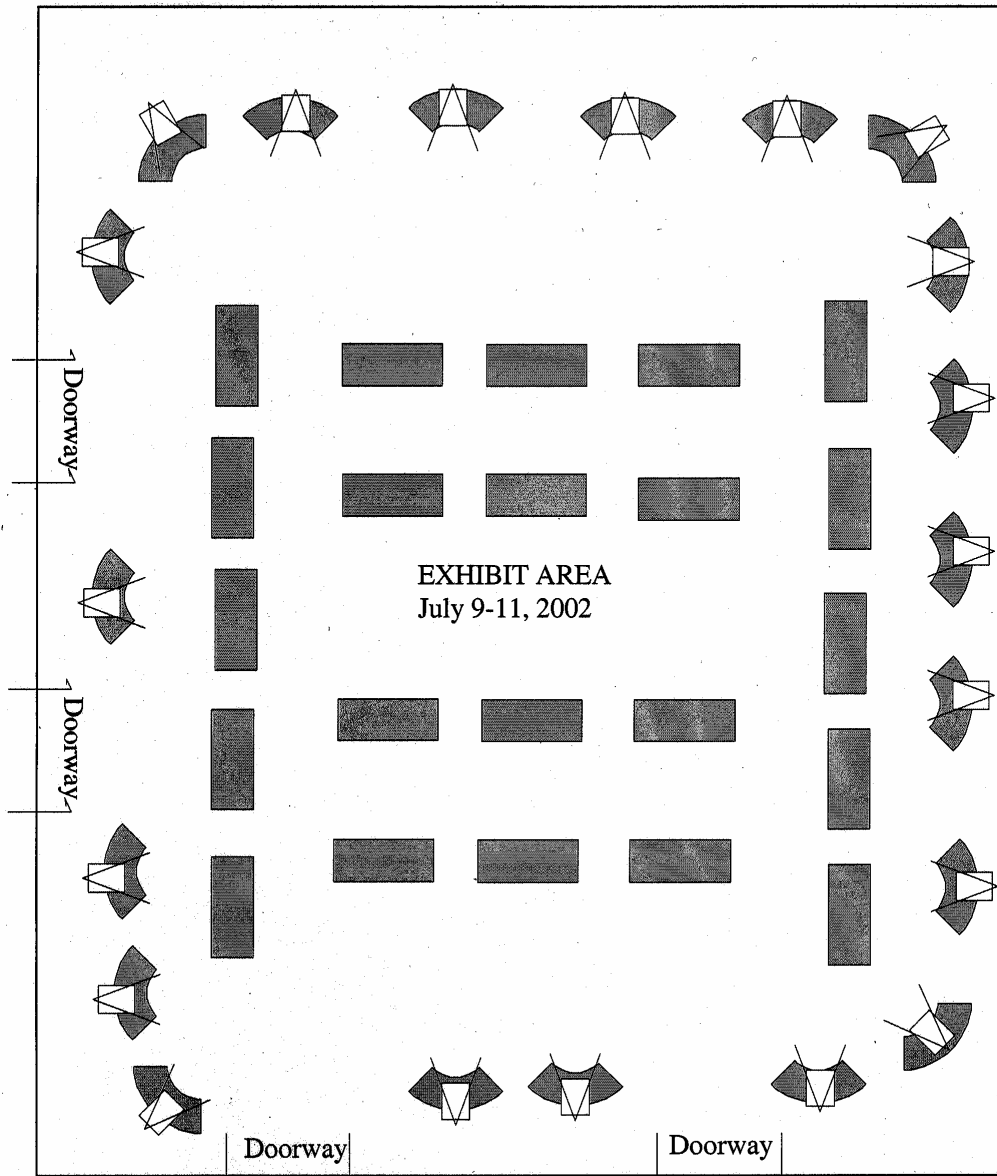
Puerto Rico Animal and Egg
Production Conference Food Safety
Conference

Contact: Mary Harris

REGISTRATION AREA

July 9-11, 2002



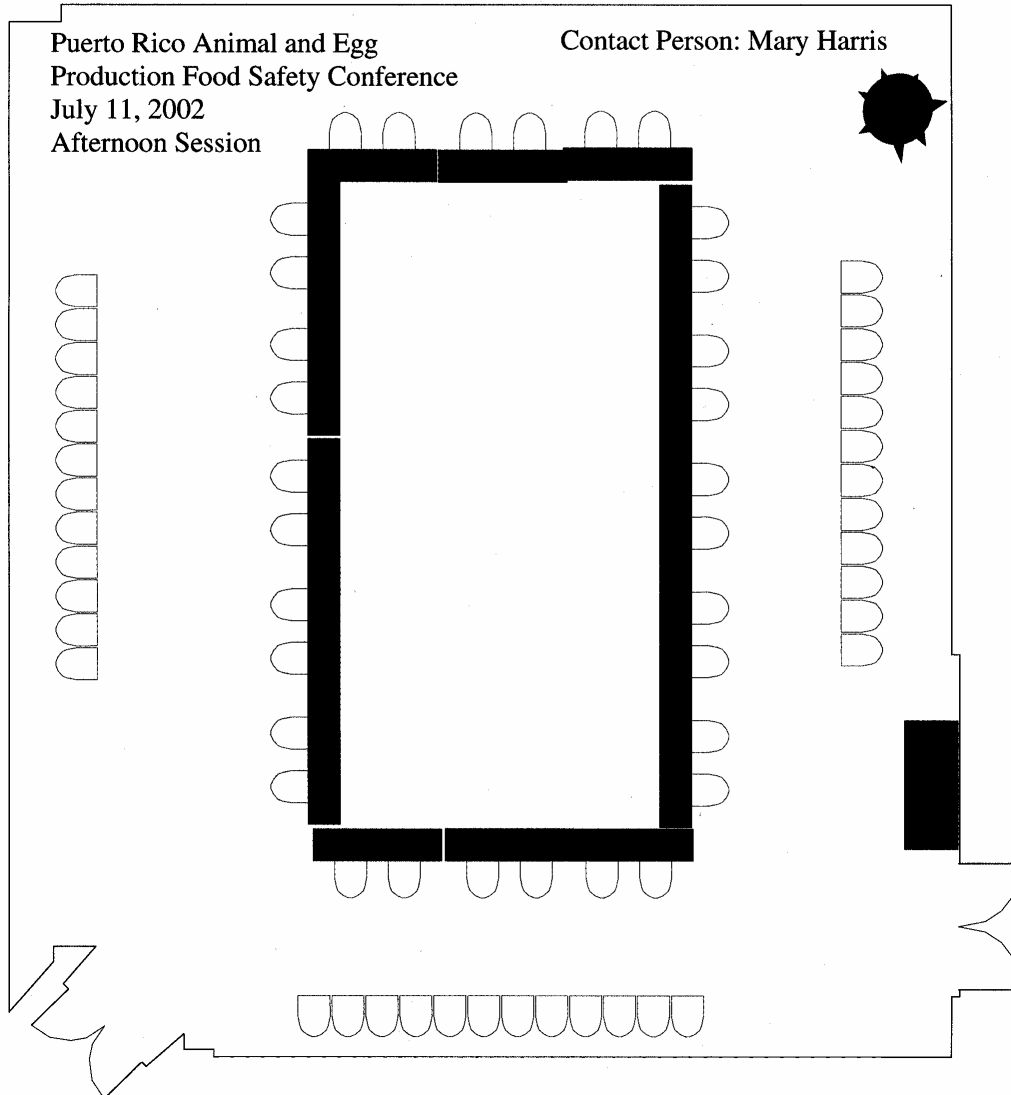


Puerto Rico Animal Production
Food Safety Conference

Contact Person: Mary Harris



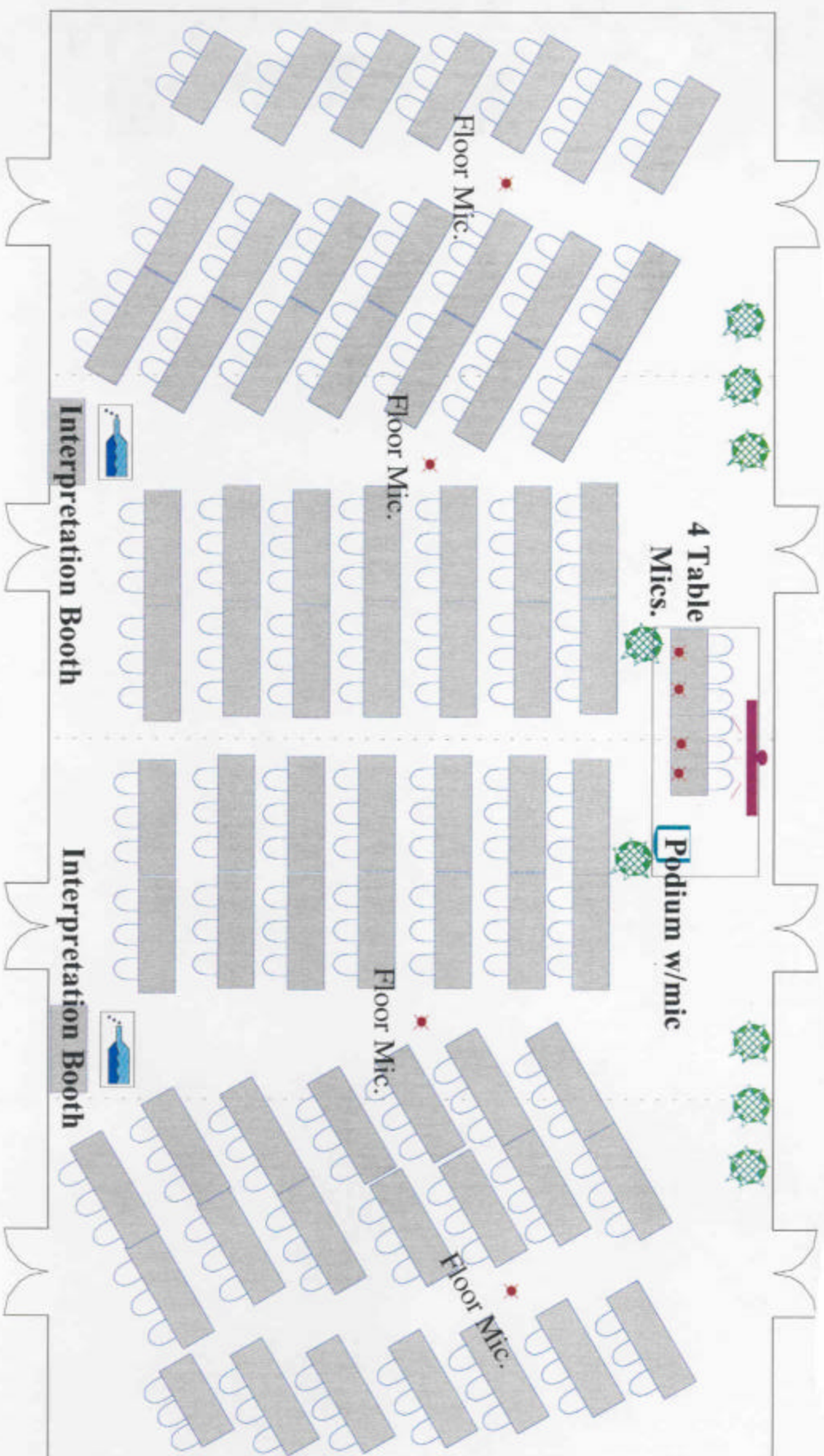
BREAKOUT ROOM **1**



Puerto Rico Animal and Egg Production Food Safety Conference July 9-11, 2002

PLENARY SESSION

Contact Person: Mary Harris



RELEVANT EXPERIENCE AND PAST PERFORMANCE (REPP)
QUESTIONNAIRE INSTRUCTIONS

Please provide your assessment of the extent of relevant experience and past performance as requested by the enclosed questionnaire.

Space is provided for comments (additional pages may be used if desired); comments would be particularly appreciated when applicable. A Rating Guideline (page 6) is offered for your use in assigning a performance level rating for each of the factors in Section V.

RELEVANT EXPERIENCE AND PAST PERFORMANCE QUESTIONNAIRE

I. Contract Information

- A. Name of Company Being Evaluated _____
- B. Address _____
- C. Contract Number _____
- D. Contract Type _____
- Period of Performance From: _____ To: _____
- Total Contract Value _____
- Work Years of Effort _____
- (Current)

II. Description of Contract

Briefly describe the services provided under this contract.

During the contract performance being evaluated, this firm was the:

Prime Contractor; Significant Subcontractor; Team Member; Other (Describe)

Does a corporate or business relationship exist between the firm being evaluated and your organization?

Yes No If so, please describe:

III. Evaluator Information

Name _____

Title _____

Agency/Company _____

Address _____

Phone _____ Fax: _____

IV. Relevant Experience

- FSIS-8-B-02

RELEVANT EXPERIENCE AND PAST PERFORMANCE QUESTIONNAIRE

V. Past Performance History

Please rate Contractor performance in each of the four categories. Circle the number which corresponds to the performance rating for each category. See the attached page for explanation of the rating scale. In addition, comments will be beneficial so please comment when appropriate.

1.	<u>Quality of Services</u>	<u>Rating</u>					
	-Compliance with contract requirements	1	2	3	4	5	N/A
	-Accuracy of reports		1	2	3	4	5 N/A
	-Appropriateness of personnel		1	2	3	4	5 N/A
	-Technical excellence		1	2	3	4	5 N/A

Comments:

2.	<u>Timeliness</u>	<u>Rating</u>					
	-Met interim milestones	1	2	3	4	5	N/A
	-Reliable		1	2	3	4	5 N/A
	-Responsive to technical direction		1	2	3	4	5 N/A
	-Completed work on time		1	2	3	4	5 N/A

Comments:

3.	<u>Cost/Price Control</u>	<u>Rating</u>					
	-Within budget (contract value)	1	2	3	4	5	N/A
	-Current, accurate, and complete billings		1	2	3	4	5 N/A
	-Reasonably priced change orders		1	2	3	4	5 N/A

Comments:

RELEVANT EXPERIENCE AND PAST PERFORMANCE QUESTIONNAIRE

4. **Business Relations**

Rating

-Effective management	1	2	3	4	5	N/A
-Cooperative, business-like correspondence		1	2	3	4	5 N/A
-Responsive to contract requirements (technical and administrative)	1	2	3	4	5	N/A
-Responsive to emergency service requirements	1	2	3	4	5	N/A
-Pro-active		1	2	3	4	5 N/A

Comments:

RELEVANT EXPERIENCE AND PAST PERFORMANCE QUESTIONNAIRE

RATING GUIDELINES

Rating	Quality of Services	Timeliness	Cost/Price Control	Business Practices
5= Excellent	Demonstrates exceptional performance by enhancing/exceeding contractual requirements.	Meets and exceeds contract milestones and/or deliverables.	Demonstrates exceptional ability to manage cost/price issues.	Always works effectively and responsively with contracting and technical personnel on administrative and technical issues.
4= Very Good	Complies with contractual requirements and/or nonconformances do not impact achievement of contract requirements.	No unexcused delays and/or delays in contract milestones and/or deliverables do not impact achievement of contract requirements.	No cost/price issues and/or cost/price issues do not impact achievement of contract requirements.	Usually works effectively and responsively with contracting and technical personnel on administrative and technical issues.
3= Good	Nonconformances require minor customer assistance to ensure achievement of contract requirements.	Delays in contract milestones and/or deliverables require minor customer assistance to ensure achievement of contract requirements.	Cost/price issues require minor customer assistance to ensure achievement of contract requirements.	Somewhat works effectively and responsively with contracting and technical personnel on administrative and technical issues.
2= Fair	Nonconformances require major customer assistance to ensure achievement of contract requirements.	Delays in contract milestones and/or deliverables require major customer assistance to ensure achievement of contract requirements.	Cost/price issues require major customer assistance to ensure achievement of contract requirements.	Marginally works effectively and responsively with contracting and technical personnel on administrative and technical issues.
1= Poor	Nonconformances are compromising the achievement of contract requirements despite use of customer assistance.	Delays in contract milestones and/or deliverables are compromising performance of contract requirements.	Cost/price issues are compromising performance of contract requirements.	Does not work effectively and responsively with contracting and technical personnel on administrative and technical issues.

RELEVANT EXPERIENCE AND PAST PERFORMANCE QUESTIONNAIRE

N/A=Not Applicable